

**United States District Court**

For the Northern District of California

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IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF CALIFORNIA  
SAN JOSE DIVISION

Gary Kremen,

NO. C 98-20718 JW

Plaintiff,

v.

Stephen Michael Cohen, et al.,

Defendants.

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**ORDER GRANTING RENEWAL OF  
JUDGMENT AND RENEWAL OF  
JUDGMENT**

Presently before the Court is Plaintiff's Application for Renewal of Judgment.<sup>1</sup> Pursuant to a timely and properly filed application, Plaintiff moves to renew an April 3, 2001 judgment. See Fed. R. Civ. P. 69(a); Cal. Code Civ. P. §§ 683.110, *et seq.*

Plaintiff seeks a judgment of \$67,867,053.36, which includes the original judgment amount of \$65,000,000, minus \$16,966,687.70 which Plaintiff has received in partial satisfaction of the original judgment, plus \$19,833,711.06 in interest<sup>2</sup> accrued since entry of the original judgment, plus the \$30 application filing fee. Defendant Cohen has filed no opposition to Plaintiff's Application for Renewal of Judgment.

The Court finds that Plaintiff has properly moved to renew judgment under Cal. Code Civ. P. §§ 683.110, *et seq.* Accordingly, the Court GRANTS Plaintiff's Application for Renewal of Judgment.

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<sup>1</sup> (Application for Renewal of Judgment Against Defendant Stephen Michael Cohen Pursuant to Cal. Civ. Proc. § 683.020, *et seq.*, hereafter, "Application," Docket Item No. 1397.)

<sup>2</sup> Calculated at an interest rate of 4.19%.

1       The Court hereby enters judgment in favor of Plaintiff Gary Kremen and against Defendants  
2 Stephen Michael Cohen, Ocean Fund Internacional, Ltd., and SandMan Internacional, Ltd., in the  
3 amount of \$48,033,312.30, plus interest in the amount of \$19,833,711.06, plus the \$30 filing fee, for  
4 a total judgment of \$67,867,053.36.<sup>3</sup>

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7 Dated: March 22, 2011

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<sup>3</sup> Under California law, “there is no statutory requirement that the notice of renewal [of judgment] be served on the judgment debtor in order for the renewal to be effective.” See Goldman v. Simpson, 160 Cal. App. 4th 255, 262 n.4 (Cal. Ct. App. 2008).

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1 **THIS IS TO CERTIFY THAT COPIES OF THIS ORDER HAVE BEEN DELIVERED TO:**

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8 **Dated: March 22, 2011**

**Richard W. Wieking, Clerk**

9 By: /s/ JW Chambers

10 Elizabeth Garcia  
11 Courtroom Deputy